

1 BILL NO. S-85-04-//

2 SPECIAL ORDINANCE NO. S-

5685

3 AN ORDINANCE approving a Contract  
4 for Curb & Sidewalk Improvement  
5 Res. #6007-84, Phase I-A, by and  
6 between the City of Fort Wayne  
and Tomco Construction Co., in  
connection with the Board of Pub-  
lic Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

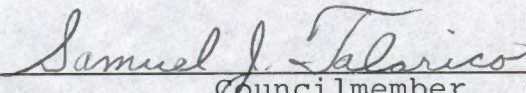
9 SECTION 1. That the Contract for Curb and Sidewalk  
10 Improvement Res. #6007-84, Phase I-A, by and between the City of  
11 Fort Wayne and Tomco Construction Co., in connection with the  
12 Board of Public Works and Safety, for:

13 the construction of curbs and  
14 partial drive approaches and  
yard walks in Southwood Park  
Neighborhood:

15 Phase I-A  
16 INDIANA AVENUE: (A) From Rudisill  
Blvd. to Maxine Drive - "On the  
17 East Side of Street;  
INDIANA AVENUE: (B) From Rudisill  
18 Blvd. to Pembroke Lane - "On the  
West Side of the Street;  
19 DRUARY LANE: From indiana Avenue  
to Pembroke Lane;

20  
21 involving a total cost of Eighty-Nine Thousand Three Hundred  
22 Thirty-Three and 40/100 Dollars (\$89,33.40), (NOTE: To be financed  
23 through the Revolving Barrett Law Fund), all as more particularly  
24 set forth in said Contract, and which is on file with the Office  
25 of the Board of Public Works and Safety, and is by reference in-  
26 corporated herein, made a part hereof and is hereby in all things  
27 ratified, confirmed and approved.

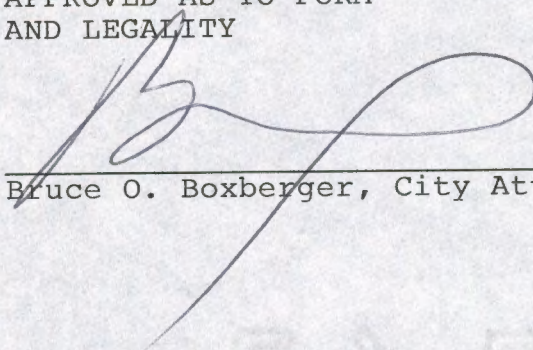
28 SECTION 2. That this Ordinance shall be in full force  
29 and effect from and after its passage and any and all necessary  
30 approval by the Mayor.

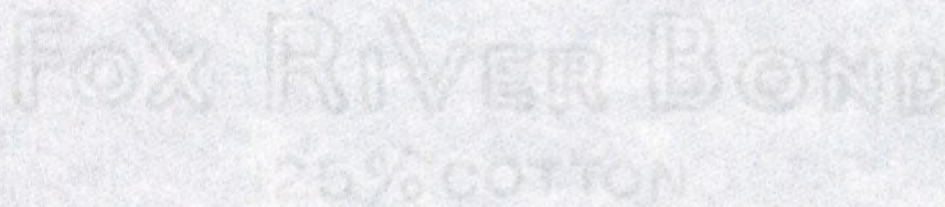
31   
32 councilmember



1      Page Two

2      APPROVED AS TO FORM  
3      AND LEGALITY

4        
5      \_\_\_\_\_  
6      Bruce O. Boxberger, City Attorney

7      



Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M.,E.S

DATE: 4-9-85 Madge E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Chief Deputy*

Read the third time in full and on motion by Talarico, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BRADBURY</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>BURNS</u>	<u>4</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GiaQUINTA</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>HENRY</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>REDD</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>1</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 4-23-85 Madge E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Chief Deputy*

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-56-85 on the 23rd day of April, 1985,

ATTEST: Madge E. Kennedy (SEAL) Mark E. GiaQuinta  
SANDRA E. KENNEDY, CITY CLERK *Chief Deputy* PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 1985, at the hour of 11:30 o'clock A..M.,E.S.T.

Madge E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
*Chief Deputy*

Approved and signed by me this 25th day of April, 1985, at the hour of 9:00 o'clock A..M.,E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



BOARD OF PUBLIC WORKS AND SAFETY  
INVITATION FOR BIDS/AWARD OF CONTRACT\*

(Non-Federally Assisted Construction)

PROJECT: SOUTHWOOD PARK - PHASE I-A RESOLUTION # 6007-84

CONTENTS

**SUCCESSFUL BID**

Check if contained	Pages	
X	1	Cover Sheet
X	11 - 19	Instruction to Bidders
X	51	Schedule
		Schedule of Items
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
X	Contractor Financial Statement 96-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
	Payment Bond
	Warranty Bond
X	Barricade Information

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	—	—	—	—

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

\*\*\*\*\*

BID SUBMITTED

Contractor **TOMCO CONSTRUCTION CO., INC.**

By THOMAS FISHERING

Its PRESIDENT

Offer  
Date \_\_\_\_\_

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

Compliance: Chuck Bailey

O.C. 12/84

B.O.W. Non-Fed. \*Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne  
Board of Public Works and Safety

David J. Keest  
Guerrero D. Conador

City of Fort Wayne  
Mayor

W. J. White

Award  
Date 3-6-85



# Improvement Resolution

## FOR CURB AND SIDEWALK

No. 6007-84

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,  
that it is deemed necessary to improve by constructing curbs and partial drive approaches  
and yard walks in Southwood Park Neighborhood:

### PHASE I - A

INDIANA AVENUE: (A) From Rudisill Blvd. to Maxine Drive - "On the East Side of Street"

INDIANA AVENUE: (B) From Rudisill Blvd. to Pembroke Lane - "On the West Side of Street"

DRURY LANE: From Indiana Avenue to Pembroke Lane

(NOTE: To be financed through the Revolving Barrett Law Fund)

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed <sup>50%</sup> upon the real estate abutting on said Improvements <sup>50%</sup> as above described and upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the rate of <sup>prevailing</sup> ~~five~~ per cent. per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this 23<sup>rd</sup> day of January, 1985.

ATTEST: Helen V. Gocher  
Secretary & Clerk  
BOARD OF PUBLIC WORKS:

David J. Keit

James D. Conacher



## ITEMIZED PROPOSAL

RES. NO. 6007-84

Name of Contractor:

Note: Contractor will be paid on measured quantities only at unit price bid.

~~TONGS CONSTRUCTION CO., INC.~~

**Project Name:** SOUTHWOOD PARK CURBS - PHASE I - A

[illegible]

**Note :**



The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_% participation (employees) \_\_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_%. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. M. A. GAINS	P.O. Box 5401	CONCRETE
2.		
3.		

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. STATEWIDE TRUCKING	ARDMORE AVE.	TRUCKING
2.		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor TOMCO CONSTRUCTION CO., INC. Contractor \_\_\_\_\_  
By [Signature] By \_\_\_\_\_  
Its PRESIDENT Its \_\_\_\_\_



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.



2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

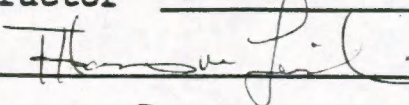
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(attach additional sheets if necessary)

Contractor TOMCO CONSTRUCTION CO., INC.  
By  THOMAS N. FISHERING  
Its PRESIDENT

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and TOMCO CONSTRUCTION CO., INC.

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

TOMCO CONSTRUCTION CO., INC.

THOMAS M. FISHERING

PRESIDENT

Subscribed and sworn to before me by  
this 19 day of Feb, 1985.

My Commission Expires:

Oct 28, 1986

DONNA J. OWENS

Notary Public

Resident of Allen County, IN

Subscribed and sworn to before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

Notary Public

Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

Notary Public

Resident of \_\_\_\_\_ County, IN

Contract No. \_\_\_\_\_



CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

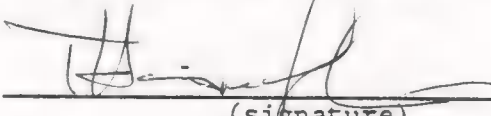
I, THOMAS M. FISHERING, the PRESIDENT  
(name)  
\_\_\_\_ of TONCO CONSTRUCTION CO., INC.  
(position) (company)

hereby certify:

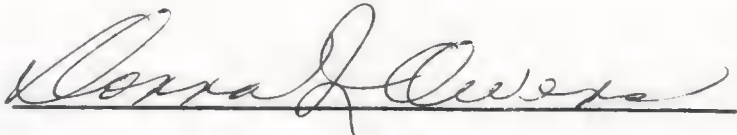
(1) That the Financial Statement of said company, dated the 1<sup>ST</sup>  
day of FEBRUARY, 1984, now on file in the office of the Board of  
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by  
reference incorporated herein and made a part hereof, is a true and correct  
statement and accurately reflects the financial condition of said company as of  
the date hereof;

(2) That I am familiar with the books of said company showing its financial  
condition and am authorized to make this certificate on its behalf.

Dated: 2 - 20 - 85

  
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said  
County and State, this 19 day of Feb, 1985.



DONNA J. OWENS

My commission expires:

Oct 28, 1986



STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

THOMAS FISHERING

749- 9069

GARY WINEAR

749- 8177

**TOMCO CONSTRUCTION CO., INC.**

Contractor

Resolution Number

6007- 84



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

TOMCO CONSTRUCTION CO., INC.

\_\_\_\_\_  
(Name of Contractor)

1835 BERKLEY AVENUE, FORT WAYNE, INDIANA 46815

\_\_\_\_\_  
(Address of Contractor)

a Corporation hereinafter called  
(Corporation, Partnership, or Individual)

Principal, and THE CONTINENTAL INSURANCE COMPANY  
(Name of Surety)

180 MAIDEN LANE, NEW YORK, NEW YORK 10038

\_\_\_\_\_  
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Eighty-nine thousand, three hundred eighty-three dollars and forty cents dollars (\$ 89,383.40 ) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 6<sup>th</sup> day of March, 1985, for construction of:

RESOLUTION NO. 6007-84 - SOUTHWOOD PARK - PHASE I-A

Indiana Ave.: (a) From Rudisill Blvd. to Maxine Dr. on the east side of street.  
Indiana Ave.: (b) From Rudisill Blvd. to Pembroke Ln. on the west side of street.  
Drury Lane: From Indiana Ave. to Pembroke Lane

\_\_\_\_\_  
(NOTE: To be financed through the Revolving Barrett Law Fund)



all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. Southwood Park Sheet No. 1 through 7. The Indiana State Highway Standard Specifications dated 1978 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.



IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_  
(number)

counterparts, each one of which shall be deemed an original, this 6  
day of MARCH, 1985.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

[SEAL]

Gary M. linear  
(Witness as to Principal)  
1659 Hartzell Rd Apt 4D  
(Address)

NEW HAVEN, Ind.

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

[SEAL] Yaste, Zent & Rye Agency, Inc.

Erica J. Mallett  
Witness as to Surety

P.O. Box 1367  
(Address)

Fort Wayne, Indiana 46801

TOMCO CONSTRUCTION CO., INC.

\_\_\_\_\_  
(Principal)  
BY: [Signature] [S]

1835 Berkley Ave., Fort Wayne, IN 46815  
(Address)

THE CONTINENTAL INSURANCE COMPANY

\_\_\_\_\_  
Surety

[Signature]  
BY: \_\_\_\_\_  
Attorney-in-Fact

P.O. Box 1367  
(Address)

Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

TOMCO CONSTRUCTION CO., INC.

(Name of Contractor)

1835 BERKLEY AVENUE, FORT WAYNE, INDIANA 46815

(Address of Contractor)

a Corporation, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and The Continental Insurance Company, 180 Maiden Lane, New York, New York 10038  
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Eighty-nine thousand, three hundred eighty-three dollars and forty cents (Dollars (\$ 89,383.40 ) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 6 day of MARCH 1985, for the construction of:

RESOLUTION NO. 6007-84 - SOUTHWOOD PARK - PHASE I-A

Indiana Ave.: (a) From Rudisill Blvd. to Maxine Dr. on the east side of street.  
Indiana Ave.: (b) From Rudisill Blvd. to Pembroke Ln. on the west side of street.  
Drury Lane: From Indiana Ave. to Pembroke Lane

(NOTE: To be financed through the Revolving Barrett Law Fund)

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. Southwood Park Sheet No. 1 through 7. The Indiana State Highway Standard Specifications dated 1978 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.



NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed \_\_\_\_\_ counterparts,  
(number)

each one of which shall be deemed an original, this 6 day of  
MARCH, 1985.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

Gary MINEAR  
Witness as to Principal

1659 Hartzell Rd Apt 4D  
(Address)

New Haven, Ind

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL) Yaste, Zent & Rye Agency, Inc.

Erica J. Mallett  
Witness as to Surety

P.O. Box 1367  
(Address)

Fort Wayne, Indiana 46801

TOMCO CONSTRUCTION CO., INC.

Principal

By [Signature] (S)

1835 Berkley Ave., Fort Wayne, IN 46815  
(Address)

THE CONTINENTAL INSURANCE COMPANY

Surety

By

[Signature]  
Attorney-in-Fact

P.O. Box 1367

(Address)

Fort Wayne, Indiana 46801

NOTE: Date of Bond must not be prior to Date of Contract.

If Contractor is Partnership, all partners should execute bond.



# The Continental Insurance Company

180 Maiden Lane, New York, New York 10038

## GENERAL POWER OF ATTORNEY

**Know all men by these Presents,** That THE CONTINENTAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Donald T. Belbutowski of Fort Wayne, Indiana

its true and lawful attorney, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

Five Million (\$5,000,000) Dollars.

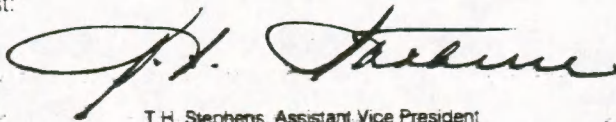
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 1st day of November, 1977:

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

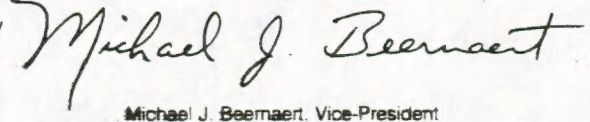
In Witness Whereof, THE CONTINENTAL INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 4th day of June, 1984.

Attest:

  
T.H. Stephens, Assistant Vice President

THE CONTINENTAL INSURANCE COMPANY

By

  
Michael J. Beernaert, Vice-President

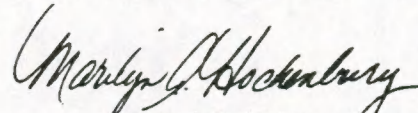
STATE OF NEW JERSEY }  
COUNTY OF MIDDLESEX } ss.:



On this 4th day of June, 1984, before me personally came Michael J. Beernaert, to me known, who being by me duly sworn, did depose and say that he is a Vice President of THE CONTINENTAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



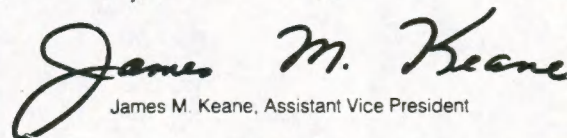
CERTIFICATE

  
Marilyn A. Hockenbury  
A Notary Public of New Jersey  
My Commission Expires June 23, 1988

I, the undersigned, an Assistant Vice President of THE CONTINENTAL INSURANCE COMPANY, a New Hampshire corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at Piscataway, in the State of New Jersey. Dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_



  
James M. Keane, Assistant Vice President



0469.  
Admn. Anpr.

Contract for  
Curb & Sidewalk Improvement Res. #6007-84, Phase I-A

TITLE OF ORDINANCE

DEPARTMENT REQUESTING ORDINANCE

Board of Public Works & Safety

J-85-04-11

SYNOPSIS OF ORDINANCE The Contract for Curb & Sidewalk Improvement Res. 6007-I-A,

is for the construction of curbs and partial drive approaches and yard walks in

Southwood Park Neighborhood:

Phase I-A

INDIANA AVENUE: (A) From Rudisill Blvd. to Maxine Drive - "On the East Side of Street"

INDIANA AVENUE: (B) From Rudisill Blvd. to Pembroke Lane - "On the West Side of the Street"

DRURY LANE: From Indiana Avenue to Pembroke Lane

(Note: To be financed through the Revolving Barrett Law Fund)

Tomco Construction Company, Inc., is the contractor.

EFFECT OF PASSAGE Improved curbs, partial drive approaches and yard walks in Southwood Park Neighborhood

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$89,333.40

ASSIGNED TO COMMITTEE



BILL NO. S-85-04-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving a Contract for

Curb & Sidewalk Improvement Res. #6007-84, Phase I-A, by and

between the City of Fort Wayne and Tomco Construction Co., in

connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~)

YES ✓

NO

Samuel J. Talarico

SAMUEL J. TALARICO  
CHAIRMAN

Charles B. Redd

CHARLES B. REDD  
VICE CHAIRMAN

Paul M. Burns

PAUL M. BURNS

Donald J. Schmidt

DONALD J. SCHMIDT

Thomas C. Henry

THOMAS C. HENRY

CONCURRED IN 4-23-85

SANDRA E. KENNEDY  
CITY CLERK